

#10

INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is made by and between The City of Big Spring Texas and Tom Green County, Texas, also individually a "Party or, collectively, the "Parties".

RECITALS

WHEREAS, each Party agrees: 1) that the subject of this Agreement is necessary for the benefit of the public; and 2) that it has the legal authority to perform and to provide the government function or service which is the subject matter of this Agreement;

WHEREAS, the performance of this Agreement will be in the common interest of the Parties; and

WHEREAS, Tom Green County agrees to provide services for forensic examination of cellular phones and devices to the City of Big Spring.

NOW THEREFORE, the Parties agree as follows:

1. Tom Green County agrees to hold, deposit, disburse, invest, and otherwise care for all funds paid by the City of Big Spring to support provided services for forensic examination of cellular phones and devices.
2. Pursuant to this Agreement, the City of Big Spring agrees to pay Tom Green County an annual sum of Three Thousand and no/100 Dollars (\$3,000.00) for forensic examination of cellular phones and devices.
3. The term of this Agreement shall be from October 1, 2019 to September 1, 2020 and shall renew automatically unless expressly terminated in writing by either Party. This Agreement shall remain in effect unless and until either Party gives notice of termination within sixty (60) days of the expiration of the Agreement.
4. The City of Big Spring shall make payments by October 1st of each year directly to the Tom Green County Treasurer at the following address:

Tom Green County
Diana Spieker, Tom Green County Treasurer
113 W. Beauregard
Tom Green County, Texas 76903

5. Tom Green County will invoice the City of Big Spring by August 15th of each year.
6. Unless otherwise specifically provided herein, all notices, reports, and invoices required under this Agreement shall be given in writing by certified or registered mail, addressed to the proper Party, at the following address:

No. C031-2019

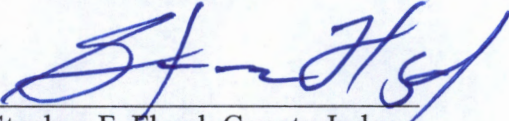
Tom Green County
Stephen F. Floyd, County Judge
113 W. Beauregard
San Angelo, Texas 76903

City of Big Spring
Todd Darden, City Manager
310 Nolan
Big Spring, TX 79720

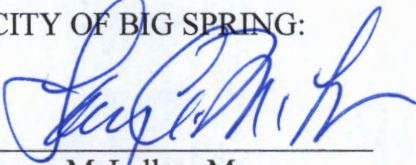
7. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. This Agreement does not create a joint enterprise, nor does it appoint any Party as an agent of the other Party, for any purpose whatsoever.
8. The failure of any Party to insist upon the performance of any terms or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.
9. If the performance of any obligation under this Agreement is delayed by something reasonably beyond the control of the Party obligated to perform ("Force Majeure"), that Party shall be excused from performing the obligation during that period, so that the time period applicable to the performance shall be extended for a period of time equal to the period that Party was delayed due to the event of Force Majeure.
10. In case any one or more of the provisions contained in this Agreement shall for any reason to be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.
11. This Agreement constitutes the only agreement of the Parties and supersedes any prior understanding or written or oral agreements between the Parties regarding the subject matter of this Agreement.
12. In order to be binding, an amendment to this Agreement must be in writing, dated subsequent to the date of this Agreement, and executed by the Parties.
13. Withdrawal by either Party from this Agreement shall occur upon the affirmative decision by the Parties' to withdraw from the Agreement and must provide the other Party with written notice of such termination at least sixty (60) days prior to termination.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, ON THIS THE 25th DAY OF April, 2019.

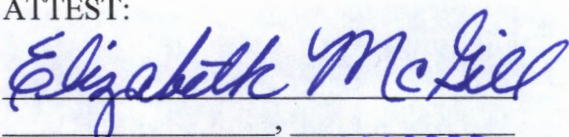
TOM GREEN COUNTY:

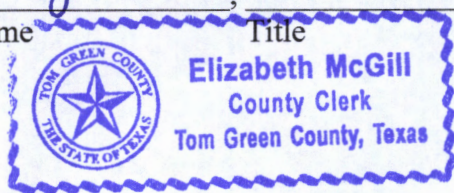

Stephen F. Floyd, County Judge

CITY OF BIG SPRING:

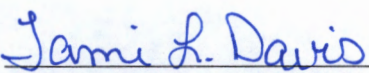

Larry McLellan, Mayor

ATTEST:


Name _____ Title _____



ATTEST:


Tami L. Davis, Assistant City Secretary